

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

CONTRACT VENDOR(S)

* PRICE AGREEMENT *

(2)-5512674 505-748-1400
PECOS VALLEY EQUIPMENT
312 WEST RICHEY

ARTESIA NM 88210-0000

TAX-ID NUMBER:

TRACTOR, EIGHTY FIVE (85) PTO HORSE
POWER

P.A. NUMBER: 50-805-09-18582
COMMODITY 15668
CODE(S):

BUYER: KATHY SANCHEZ
(505) 827-0487

SEALED BID OPENING * FORMAL
STATE PURCHASING AGENT'S OFFICE
DATE: 06/21/05

PAYMENT TERMS: NET 30
FOB: DESTINATION
DELIVERY: 120 DAYS

SHIP TO:
NMDOT
UNIT TO DEALER'S
PLACE OF BUSINESS
WITHIN THE STATE NM 99999-9999

THIS PRICE AGREEMENT IS MADE SUBJECT
TO THE TERMS AND CONDITIONS SHOWN
ON THE REVERSE SIDE OF THIS PAGE
AND PAGE 2.

INVOICE/BILL TO:
NMDOT
FLEET MANGEMENT BUREAU
P.O. BOX 1149
SANTA FE NM 87504-1149

THE TERM OF THIS PRICE AGREEMENT SHALL BE JUL 12, 2005 THRU JUL 11, 2006.

CONTACT PERSON FOR DELIVERY INSTRUCTIONS OF ITEM(S) ON THIS
PRICE AGREEMENT: GUS MARTINEZ JR. @ 505-827-5579

ACCEPTED FOR THE STATE OF NEW MEXICO


NEW MEXICO STATE PURCHASING AGENT

DATE: 07/06/05

PURCHASING DIVISION
JOSEPH MONTOYA BLDG, RM. 2016
1100 ST. FRANCIS DR. 87505
P.O. BOX 26110
SANTA FE, NEW MEXICO 87502-0110



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and Invoicing:**
 - A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-collusion:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. **All bid items are to be NEW and of most current production, unless otherwise specified.**
16. **Payment for purchases:** Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this {Agreement} may be terminated by the contracting agency.
18. **Arbitration:** Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

DEPARTMENT
PRICE AGREEMENT

Page 2

ARTICLE I - STATEMENT OF WORK

Under the terms and conditions of this Price Agreement the using agency may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The item and/or services to be ordered shall be as listed under **ARTICLE IX - Price Schedule**. All orders issued hereunder will bear both an order number and this Price Agreement number. **It is understood that no guarantee or warranty is made or implied, by either the New Mexico State Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement.** The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

ARTICLE II - TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications

ARTICLE III - SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under **ARTICLE IX - Price Schedule**. Orders issued against this schedule will show the applicable Price Agreement item(s), numbers(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV - SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. **Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II - TERM.** The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V - TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least **thirty (30)** days in advance of the date of termination. Notice of Termination of the Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS.**

ARTICLE VI- AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM state Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

ARTICLE VII - ISSUANCE OR ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize **form SPD-001A** or forms adapted by them for their own use.

ARTICLE VIII - PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX - PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached, **ARE FIRM.**

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

50-805-09-18582
PAGE 3

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

NEW MEXICO DEPARTMENT OF TRANSPORTATION
MINIMUM SPECIFICATIONS

M001

-

TRACTOR, EIGHT FIVE (85) PTO HORSEPOWER
NEW CURRENT PRODUCTION MODEL

SCOPE:

THIS SPECIFICATION DESCRIBES AN EIGHTY-FIVE (85) PTO
HORSEPOWER, WHEELED TRACTOR WITH ENCLOSED CAB.

ENGINE:

IN-LINE, FOUR (4) CYLINDER DIESEL. FACTORY INSTALLED
TURBOCHARGER, EIGHTY-FIVE (85) PTO HORSEPOWER AT RATED RPM.
TWO-STAGE, DRY-TYPE AIR FILTER ELEMENT WITH INNER SAFETY
FILTER. AIR RESTRICTION INDICATOR. SPIN-ON TYPE OIL
FILTER(S). DUAL FUEL FILTERS WITH FUEL/WATER SEPARATOR. COLD
WEATHER STARTING AID. ENGINE BLOCK HEATER. FACTORY OR DEALER
INSTALLED, HIGH ENGINE TEMPERATURE, LOW OIL PRESSURE,
AUTOMATIC ENGINE SHUTDOWN SYSTEM "MURPHY" OR PRIOR APPROVED
EQUAL.

HOOD:

TILTING HOOD WITH REAR HINGES AND SAFETY PROP.

EXHAUST:

VERTICAL EXHAUST AND MUFFLER SYSTEM WITH NINETY (90) DEGREE
TURN OUT.

COOLING:

LIQUID COOLED, MAXIMUM COOLING AVAILABLE. LONG-LIFE OR
EXTENDED LIFE COOLANT. ANTI-FREEZE PROTECTION TO MINUS FORTY
(40) DEGREES FAHRENHEIT.

GRILL:

MANUFACTURER'S STANDARD, WHICH WILL MINIMIZE MOWING DEBRIS
BUILD-UP ON RADIATOR. REMOVABLE AND ALLOW EASY ACCESS TO
RADIATOR FOR STEAM CLEANING OR AIR BLOWING.

TRANSMISSION:

SIXTEEN (16) FORWARD SPEEDS AND SIXTEEN (16) REVERSE SPEEDS.
NO CLUTCHING REQUIRED AFTER INITIAL TAKE OFF. FORWARD AND
REVERSE HAND LEVER. NEUTRAL SAFETY START SWITCH. REPLACEABLE
SPIN-ON OIL FILTER.

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CLUTCH:

HYDRAULIC MULTIPLE-DISC, WET CLUTCH PACK DESIGN. FOOT

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

50-805-09-18582
PAGE 4

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

OPERATED.

POWER TAKE-OFF:

ELECTRIC OVER HYDRAULIC ENGAGEMENT. 540/1000 INDEPENDENT PTO
GUARD AND COVER (PTO).

FRONT AXLE:

TO BE OF SUFFICIENT WEIGHT CAPACITY AND DESIGN FOR FRONT END
LOADER INSTALLATION/OPERATION WITH PROVISIONS FOR MOUNTING
FRONT CRANKSHAFT DRIVEN HYDRAULIC PUMP.

DIFFERENTIAL LOCK:

MANUFACTURER'S STANDARD DIFFERENTIAL LOCK ENGAGED/DISENGAGED
FROM CAB.

BRAKES:

HYDRAULIC ACTUATED, SELF-EQUALIZING/SELF-ADJUSTING WET DISC
BRAKES. DUAL BRAKE PEDALS FOR INDIVIDUAL OR SIMULTANEOUS
BRAKING WITH DUAL PEDAL LOCKING DEVICE FOR ROAD TRAVEL.
IN-DASH BUZZER AND WARNING LIGHT TO ALERT OPERATOR THAT
PARKING BRAKE IS APPLIED.

STEERING:

HYDROSTATIC POWER STEERING. TILT STEERING WHEEL.

TIRES/WHEELS:

16.9 X 34 INDUSTRIAL R-4 LUG-TYPE, TEN (10) PLY RATING
(REAR). 10.00 X 16, MULTI RIB-TYPE, TEN (10) PLY RATING
(FRONT). HEAVY-DUTY WHEELS.

FUEL TANK:

POLYETHYLENE CONSTRUCTION, MAXIMUM FUEL CAPACITY AVAILABLE
(LOCKABLE CAP). FACTORY OR DEALER INSTALLED SKID GUARD,
ONE-EIGHTH INCH THICK MINIMUM.

CAB:

FULLY ENCLOSED, OSHA APPROVED, PRESSURIZED ROPS CAB WITH
HIGH IMPACT GLASS (TINTED) AND DUAL ENTRY DOORS. CAB FILTER.
SUN-VISOR. CUP HOLDER. COMPLETE FLOOR MAT. FACTORY INSTALLED
AIR CONDITIONER. HEATER/DEFROSTER. REAR VIEW MIRRORS
(EXTERIOR) RIGHT AND LEFT, WEST COAST TYPE. REAR VIEW MIRROR
(INTERIOR). FRONT AND REAR WIPERS WITH WINDSHIELD WASHERS.
DELUXE SUSPENSION CLOTH SEAT WITH SAFETY BELT. AM/FM RADIO.
THIRTY (30) AMP AUXILIARY POWER POINT.

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INSTRUMENTATION:

GAUGES AND OR ELECTRONIC MONITORING SYSTEM TO INCLUDE ENGINE

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

50-805-09-18582
PAGE 5

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * AND DESCRIPTION * PRICE * VENDOR

TEMPERATURE, ENGINE OIL PRESSURE, AND FUEL LEVEL GAUGES WITH
THE FOLLOWING METERS: VOLTMETER, HOUR METER AND TACHOMETER.

HAND/FOOT THROTTLE:

FULLY ENCLOSED HAND THROTTLE WITH INFINITE SETTINGS. RIGHT
SIDE FOOT THROTTLE WITH SPRING RETURN TO IDLE.

REAR CAB GLASS SHIELD:

INSTALL A BOLT-ON, HEAVY-DUTY SCREEN TO PROTECT ALL REAR
GLASS AREAS. CONSTRUCTED FROM EXPANDED METAL WITH HALF-INCH
OPENINGS. THREE-SIXTEENTHS INCH THICK X ONE AND ONE HALF
INCH X ONE AND ONE HALF INCH STRUCTURAL ANGLE FRAME. SCREEN
SHALL BE BOLTED ON TO A RIM SUPPORT FRAME CONSTRUCTED FROM
TWO INCH WIDE X THREE SIXTEENTHS INCH THICK FLAT STRAP TO
INCLUDE ONE (1) VERTICAL, CENTER SUPPORT STRAP. THE ENTIRE
SCREEN AND FLAT STRAP SUPPORT FRAME ASSEMBLY SHALL BE OF
HINGED DESIGN AS TO ALLOW CLEANING OF ENTIRE REAR GLASS.
LATCH SHALL BE OF HEAVY-DUTY DESIGN TO WITHSTAND VIBRATION
AND REMAIN LATCHED DURING MOWING OPERATIONS.

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ELECTRICAL SYSTEM:

TWELVE (12) VOLT STARTING AND CHARGING SYSTEM. HEAVY-DUTY,
MAINTENANCE FREE BATTERY PROVIDING ONE THOUSAND TWO HUNDRED
(1,200) COLD CRANKING AMPS (CCA). NINETY (90) AMP
ALTERNATOR.

LIGHTING:

SIX (6) FRONT WORK LIGHTS AND FOUR (4) REAR WORK LIGHTS.
STOP-RIGHT-LEFT TURN SIGNALS AND FLASHING WARNING LIGHTS.

HYDRAULIC SYSTEM:

PUMP DELIVERING SEVENTEEN (17) GALLONS PER MINUTE. THREE
(3) REMOTE CONTROL VALVES WITH SIX (6) PORTS AND QUICK-
RELEASE COUPLERS. THREE (3) EASY ACCESS CONTROL LEVERS
INSIDE CAB. HYDRAULIC RESERVOIR WITH SIGHT GAUGE OR DIP
STICK. SPIN-ON TYPE TEN (10) MICRON HYDRAULIC FILTER.

THREE-POINT HITCH:

CATEGORY II, THREE-POINT HITCH. ADJUSTABLE STABILIZERS.
HEAVY-DUTY IMPLEMENT LIFT ARMS. HEAVY-DUTY TOP LINK
ADJUSTMENT LEVER.

DRAW BAR:

HEAVY-DUTY, STEP UP/STEP DOWN ADJUSTABLE DRAW BAR THAT
ALLOWS TWO (2) DRAW BAR HEIGHTS.

FENDERS:

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

50-805-09-18582
PAGE 6

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

MANUFACTURER'S STANDARD REAR FENDERS.

PAINT:

PRIME AND PAINT AT FACTORY WITH HIGHWAY ORANGE.

TOOL BOX:

PROVIDE MANUFACTURER'S STANDARD LOCKABLE, WEATHER PROOF TOOL
BOX.

***** SAFETY *****

MINI LIGHT BAR:

"FEDERAL SIGNAL" (HIGH-LIGHTER) AMBER MINI LIGHT BAR WITH
VERTICAL LENS SIDES, DUAL ROTATORS, AND DUAL DIAGONAL
MIRRORS. FIFTY THOUSAND (50,000) CANDLE POWER. ONE HUNDRED
TWENTY (120) FLASHES PER MINUTE PER ROTATOR. MOUNTED ON TOP
OF CAB WITH RUBBER GROMMETS.

TWO (2) LED FLASHING LIGHT SYSTEM:

TWO (2) SELF-CONTAINED POTTED SOLID STATE OVAL OR
RECTANGULAR LED FLASHING LIGHTS WITH HIGH IMPACT, BREAK
RESISTANT AMBER POLYCARBONATE LENS, RUBBER GROMMETS AND
METAL MOUNTING BRACKETS (MOUNTING LOCATION TO BE DETERMINED
BY USER). QUAD FLASH PATTERN WITH SEVENTY (70) FLASHES PER
MINUTE. HEAVY-DUTY LIGHTED ROCKER SWITCH WITH MOUNTING
BRACKET. TO MEET OR EXCEED SAE J1318 AND SAE J845.

SLOW MOVING VEHICLE EMBLEM:

PROVIDE A SLOW MOVING VEHICLE (SMV) EMBLEM AT REAR.

FIRE EXTINGUISHER:

PROVIDE A HEAVY-DUTY BRACKET MOUNTED TEN (10) POUND "ABC"
FIRE EXTINGUISHER (MOUNTING LOCATION TO BE DETERMINED BY
USER).

TIE DOWNS:

MINIMUM OF FOUR (4) DESIGNATED TIE DOWN POINTS WITH LASHING
"D" RINGS.

***** GENERAL *****
THE FOLLOWING APPLIES TO ALL ITEMS DESCRIBED IN THIS
SPECIFICATION:

TERM:

THE TERM OF THIS AGREEMENT SHALL BE FOR ONE (1) YEAR FROM
DATE OF AWARD WITH THE OPTION TO EXTEND FOR A PERIOD OF
ONE (1) ADDITIONAL YEAR BY MUTUAL AGREEMENT OF ALL PARTIES

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

50-805-09-18582
PAGE 7

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

AND APPROVAL OF THE NEW MEXICO STATE PURCHASING
DIRECTOR AT THE SAME PRICE, TERMS AND CONDITIONS. THIS
AGREEMENT SHALL NOT EXCEED TWO (2) YEARS.

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ALL ITEMS AND EQUIPMENT LISTED AS STANDARD IN MANUFACTURER'S
LITERATURE SHALL BE PROVIDED.
SUCCESSFUL BIDDER SHALL BE AN AUTHORIZED DEALER IN NEW
MEXICO AND BE A PHYSICALLY ESTABLISHED DEALERSHIP WITH PARTS
AND SERVICE FACILITIES IN THE STATE OF NEW MEXICO.

SUCCESSFUL VENDOR SHALL PROVIDE A COMPLETE, ADDITIONAL SET
OF REPLACEMENT FILTERS TO INCLUDE ENGINE CRANK-CASE,
HYDRAULIC, TRANSMISSION, FUEL, AIR INDUCTION, CAB AND
COOLANT IF APPLICABLE AT TIME OF DELIVERY. PROVIDE ONE (1)
LAMINATED FILTER REPLACEMENT LIST AND ONE (1) FLUID/OIL
SPECIFICATION CHART.

SUCCESSFUL VENDOR SHALL PROVIDE SIX (6) HOURS TRAINING ON
THE SAFETY, TECHNICAL, MAINTENANCE, SERVICE AND PROPER
OPERATIONAL PROCEDURES TO EACH ORDERING DISTRICT BY FACTORY
OR FACTORY TRAINED PERSONNEL. TRAINING SHALL CONSIST OF
CLASSROOM AND HANDS-ON OPERATION. PLACE AND TIME SHALL BE
MUTUALLY AGREED ON BY VENDOR AND DISTRICT EQUIPMENT MANAGER.
TRAINING SHALL BE COMPLETED WITHIN THIRTY (30) DAYS FROM
DATE OF DELIVERY.

FURNISH ONE (1) TECHNICAL MANUAL (CD ROM IF AVAILABLE), ONE
(1) PARTS BOOK (CD ROM IF AVAILABLE), ONE (1) OPERATOR'S
MANUAL WITH EACH UNIT DELIVERED.

DEALER PREPARATION, CONDITIONING AND FULL SERVICE IS
REQUIRED PRIOR TO DELIVERY. FUEL TANK AND ALL RESERVOIRS
SHALL BE FILLED TO FULL CAPACITY.

DELIVER FOB DEALER'S PLACE OF BUSINESS WITHIN THE STATE OF
NEW MEXICO.

***** WARRANTIES *****

MINIMUM WARRANTY OF TWENTY FOUR (24) MONTHS (BUMPER TO
BUMPER) IS REQUIRED ON ALL PARTS, COMPONENTS AND LABOR.
ADDITIONAL WARRANTY AND OTHER REQUIREMENTS ARE ON THE
ATTACHED SUPPLEMENTAL TERMS AND CONDITIONS (HIGHWAY HEAVY
AND/OR OFF ROAD EQUIPMENT). WARRANTY SHALL APPLY FROM THE
DATE EQUIPMENT IS ACCEPTED AND APPROVED BY THE USER AGENCY
TO MEET ALL SPECIFICATIONS AS SET FORTH. PRIMARY BIDDER
ASSUMES RESPONSIBILITY FOR EFFECTING REPAIRS AND/OR

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

50-805-09-18582
PAGE 8

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

REPLACEMENT OF ALL ITEMS UNDER WARRANTY.

SUPPLEMENTAL TERMS AND CONDITIONS
(HIGHWAY HEAVY EQUIPMENT AND/OR OFF-ROAD EQUIPMENT)
(REV. 4/01)

M002

INTENT OF SPECIFICATIONS:

THE SPECIFICATIONS ARE INTENDED TO DESCRIBE EQUIPMENT FOR USE BY THE ORDERING AGENCY, WHICH WILL OPERATE EFFICIENTLY AND SAFELY. THE DESIGN SPECIFICATIONS INCORPORATED HEREIN ARE INTENDED TO DESCRIBE SUCH UNIT, AND TO SET FORTH MINIMAL PERFORMANCE PARAMETERS REQUIRED BY THE STATE OF NEW MEXICO. ANY REFERENCES HEREIN TO A PARTICULAR MAKE OR MODEL NUMBER ARE INTENDED NOT TO BE RESTRICTIVE BUT TO SET FORTH AN ACCEPTABLE LEVEL OF QUALITY AND DESIGN. THE STATE RESERVES THE RIGHT TO ACCEPT MINOR VARIANCES IN PRODUCT DESIGN AND/OR OPERATION OFFERED BY BIDDERS IF SUCH ACCEPTANCE IS DETERMINED TO BE IN THE BEST INTEREST OF THE STATE.

QUALIFIED BIDDERS:

BIDS MAY BE ACCEPTED FROM MANUFACTURERS AND/OR FACTORY AUTHORIZED DEALERS WHO ARE ABLE AND WILLING TO PROVIDE RESPONSIVE SERVICE TO THE ORDERING AGENCY DURING THE WARRANTY PERIOD AND THE EXTENDED WARRANTY PERIOD IF REQUIRED BIDDERS MUST BE IN A POSITION TO OFFER THE LOWEST COST/HIGHEST EFFECTIVENESS, COMPLETELY ASSEMBLED UNITS MEETING OR EXCEEDING THE MINIMUM SPECIFICATIONS CONTAINED HEREIN.

WHEN ADDITIONAL EQUIPMENT (COMPONENTS) ARE REQUIRED TO COMPLETE A BID PACKAGE WHICH IS NOT NORMALLY SUPPLIED BY THE BIDDER, SUCH EQUIPMENT SHALL BE SUPPLIED BY AN AUTHORIZED EQUIPMENT SUPPLIER, BUT SHALL BE THE FULL RESPONSIBILITY OF THE BIDDER.

INSPECTION OF WORK:

REPRESENTATIVES OF THE STATE PURCHASING DIVISION OR THE ORDERING AGENCIES SHALL HAVE ACCESS, AT ANY REASONABLE TIME, TO THE BIDDER'S AND MANUFACTURER'S FACILITIES FOR THE PURPOSES OF INSPECTION DURING PERIODS OF MANUFACTURE OR ASSEMBLY OF THE ITEMS TO BE ORDERED HEREUNDER. THE COSTS ASSOCIATED WITH SUCH INSPECTION TRIPS SHALL BE BORNE BY THE STATE AND/OR ORDERING AGENCY.

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

50-805-09-18582
PAGE 9

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

LATE DELIVERY:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, AS A RESULT OF THE PUBLIC INTEREST, AND BECAUSE OF THE MONETARY LOSSES WHICH MAY BE SUSTAINED BY THE STATE, AS A RESULT OF FAILURE TO DELIVER THE EQUIPMENT DESCRIBED IN THE CONTRACT ON TIME, THAT TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT. IT IS AGREED THAT DAMAGES RESULTING FROM LATE DELIVERY CAN NEITHER BE ACCURATELY ANTICIPATED OR CALCULATED.

THE FOLLOWING DELIVERY TERMS AND CONDITIONS APPLY TO THE HIGHWAY HEAVY EQUIPMENT AND/OR OFF-ROAD EQUIPMENT DESCRIBED IN THE ATTACHED SPECIFICATIONS.

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ABOVE NOTED EQUIPMENT SHALL BE DELIVERED WITHIN 90 DAYS OF BIDDER'S RECEIPT OF ORDER. IN THE EVENT OF FAILURE OF THE BIDDER TO DELIVER IN ACCORDANCE WITH THIS REQUIREMENT, THE BIDDER SHALL BE LIABLE TO THE USER AGENCY AND/OR THE STATE FOR LATE DELIVERY PENALTIES IN THE AMOUNT OF \$25.00 PER UNIT PER DAY.

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DOCUMENTED STRIKES, NATIONAL EMERGENCIES, OR ACTS OF GOD ARE THE ONLY JUSTIFICATION FOR DELAY IN DELIVERY. ACTS OF GOD ARE DEFINED AS UNUSUAL, SUDDEN, AND UNEXPECTED MANIFESTATIONS OF THE FORCES OF NATURE, THE EFFECT(S) OF WHICH COULD NOT HAVE BEEN PREVENTED BY REASONABLE HUMAN FORESIGHT, PAINS, AND CARE.

AT THE OPTION OF THE STATE PURCHASING DIRECTOR, THE USER AGENCY MAY INVOKE THE DEFAULT PROVISIONS OF THIS CONTRACT CONTAINED IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS IN ADDITION TO ANY PENALTIES AS OUTLINED ABOVE.

MOTOR VEHICLE REGULATIONS:

UNIT(S) ORDERED SHALL BE FURNISHED WITH ALL EQUIPMENT NECESSARY TO COMPLY WITH ALL APPLICABLE RULES AND REGULATIONS OF THE NEW MEXICO DEPARTMENT OF MOTOR VEHICLES AND SHALL BE IN COMPLIANCE WITH SAFETY STANDARDS REQUIRED BY THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS ESTABLISHED BY THE NATIONAL TRAFFIC SAFETY ADMINISTRATION, AND THE SAFETY STANDARDS REQUIRED BY OSHA AND APPLICABLE ANSI STANDARDS AND REFERENCE TO THE OPERATION OF SUCH VEHICLES WITHIN THE STATE OF NEW MEXICO.

CERTIFICATES, MANUALS, AND WARRANTIES:

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

50-805-09-18582
PAGE 10

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

WHEN UNIT(S) ARE DELIVERED, THE BIDDER SHALL DELIVER TO THE
ORDERING AGENCY (IF APPLICABLE):

- A) DOCUMENTS OF TITLE,
- B) CERTIFICATES OF ORIGIN,
- C) WARRANTY AND GUARANTEE CERTIFICATES,
- D) CERTIFICATIONS SPECIFIED IN THE CONTRACT,
- E) MANUALS SPECIFIED IN THE CONTRACT.

GUARANTEES AND WARRANTIES:

UNIT(S) FURNISHED HEREUNDER SHALL BE FULLY WARRANTED (BUMPER
TO BUMPER) ON PARTS AND LABOR FOR A MINIMUM OF TWO (2)
YEARS. ALL POWER TRAIN COMPONENTS SHALL BE FULLY WARRANTED
FOR FIVE (5) YEARS OR 7,500 HOURS. IN THE EVENT THAT A
FACTORY STANDARD WARRANTY EXCEEDS OUR STIPULATED WARRANTY,
THE FACTORY STANDARD WARRANTY SHALL PREVAIL.

-
NO DEDUCTIBLE SHALL APPLY DURING THE FIRST YEAR OF COVERAGE.
THERE AFTER, DURING THE REMAINING WARRANTY PERIOD, A MAXIMUM
DEDUCTIBLE OF \$100 PER OCCURRENCE SHALL APPLY.

POWER TRAIN COMPONENTS TO BE COVERED THROUGH THE EXTENDED
COVERAGE ARE:

-
ENGINE

THE ENGINE, INCLUDING ... ROCKER ARM COVER AND GASKET,
CYLINDER HEAD AND GASKET, OIL PAN AND GASKET, INJECTION PUMP
AND GASKET, FUEL INJECTORS, WATER PUMP AND GASKET, ENGINE
BLOCK, RING GEAR AND FLYWHEEL, TIMING GEAR AND FLYWHEEL,
TIMING GEAR COVER, FRONT AND REAR ENGINE SEALS, TURBOCHARGER
AND GASKETS, FLYWHEEL HOUSING AND GASKET, AND ALL PARTS
FULLY ENCLOSED WITHIN THE ABOVE COMPONENTS. ELECTRONIC
CONTROL UNIT (ECU) AND ALL RELATED ELECTRONIC COMPONENTS,
WIRING HARNESSSES, MANIFOLD/GASKETS, FRONT DAMPER, OIL
COOLERS, INTERCOOLERS, AFTER COOLERS, AND ENGINE
THERMOSTATS.

-
TRANSMISSIONS AND TORQUE CONVERTERS

ELECTRONIC AND/OR HYDRAULIC CONTROLS AND/OR VALVES, CLUTCH
HOUSING (EXCEPT DRY CLUTCH DISC). TORQUE CONVERTER,
REVERSER WITH CONTROL VALVE, SPLITTER DRIVE, TRANSFER DRIVE,
DRIVE SHAFT WITH UNIVERSAL JOINTS. HYDROSTATIC
TRANSMISSION, PUMP AND/OR MOTOR ASSEMBLIES (INCLUDING
CONTROL VALVE, HOSES, AND LINES). ELECTRONIC CONTROL MODULE

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

50-805-09-18582
PAGE 11

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

(ECM) AND ALL RELATED ELECTRONIC COMPONENTS, WIRING
HARNESSES. PROPEL MOTOR, PUMP BRAKES AND THEIR CONTROL
VALVES. SWING MOTOR AND BRAKE, INTERNAL PARKING BRAKE, SWING
GEARBOX AND BEARINGS, ROTARY MANIFOLD, CONTROL VALVES FOR
PROPEL AND SWING FUNCTIONS ONLY (NOT DIG FUNCTIONS).

-
FRONT AND REAR DIFFERENTIALS/AXLES
AXLE(S) AND DIFFERENTIAL(S), FINAL DRIVE AND AXLES, WET
STEERING BRAKES, WET BRAKES AND WET DISC PARKING BRAKES.
MECHANICAL FRONT WHEEL DRIVE: DIFFERENTIAL/AXLE ASSEMBLY
WITH ITS DRIVE SHAFT WITH UNIVERSAL JOINT AND CONTROL.
HYDRAULIC FRONT WHEEL DRIVE: AXLE AND WHEEL DRIVE ASSEMBLY
(INCLUDING THE DRIVE PUMP AND MOTOR, ELECTRONIC CONTROL, AND
SOLENOID CONTROL VALVE AND DIVIDER VALVE). FRONT WHEEL
DRIVE SENSORS (NOT WIRE HARNESSES). PARK BRAKE PINION SHAFT
AND BEARING QUILL AND BEARING, ON MOTOR GRADERS ONLY!

IT IS UNDERSTOOD THAT UNIT(S) OFFERED IN RESPONSE TO THIS
REQUEST FORBIDS WILL BE OF NEW DESIGN. IN THE EVENT THAT
UNFORESEEN OPERATIONAL PROBLEMS OCCUR BECAUSE OF NEW DESIGN,
THE MANUFACTURER SHALL WARRANT THAT IT WILL RETROFIT AT NO
COST TO THE ORDERING AGENCY, ANY IMPROVEMENTS DEVELOPED TO
CORRECT PROBLEMS OF REPEATED OR EARLY FAILURE IN MEETING
ACCEPTABLE PERFORMANCE STANDARDS FOR A PERIOD OF ONE (1)
YEAR FROM DATE OF DELIVERY.

SERVICING:

UNIT(S) ORDERED UNDER THIS CONTRACT SHALL BE COMPLETELY
SERVICED AND READY FOR OPERATION UPON DELIVERY.

WARRANTY REPAIRS:

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WHILE UNIT(S) PROVIDED HEREUNDER ARE UNDER WARRANTY (BUMPER
TO BUMPER AND EXTENDED), ALL REPAIRS SHALL BE COMPLETED
WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF UNIT(S). THIS
PERIOD MAY BE EXTENDED AT THE USER'S OPTION AND SUCH
EXTENSION SHALL BE DOCUMENTED IN WRITING. IN THE EVENT OF
FAILURE TO PERFORM REPAIRS WITHIN FIVE (5) WORKING DAYS AND
FAILURE TO RECEIVE APPROVAL FOR TIME EXTENSION, THE BIDDER
SHALL PROVIDE A LIKE UNIT UNTIL REPAIRS ARE COMPLETED. ALL
REPAIRS SHALL BE PERFORMED AT THE BIDDER'S PLACE OF BUSINESS
OR OTHER FACILITY OF HIS/HER CHOICE. DELIVERY OF UNIT(S)
FOR REPAIR AND ALL COSTS ASSOCIATED THEREWITH SHALL BE THE
USER'S RESPONSIBILITY.

PARTS AVAILABILITY:

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

50-805-09-18582
PAGE 12

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

ALL REPLACEMENT PARTS/COMPONENTS REQUIRED BY THE ORDERING AGENCY SHALL BE PROVIDED WITHIN FIVE (5) WORKING DAYS DURING THE WARRANTY PERIOD. THIS PERIOD MAY BE EXTENDED AT THE USER'S OPTION.

IN THE EVENT OF FAILURE TO PROVIDE PARTS/COMPONENTS WITHIN THE STIPULATED TIME OR RECEIPT OF USER/OWNER CONCURRENCE FOR EXTENDING THIS TIME, THE BIDDER SHALL PROVIDE THE REPLACEMENT PARTS/COMPONENTS AT NO COST TO THE USER/OWNER.

TRAINING:

THE BIDDER WILL BE RESPONSIBLE FOR PROVIDING A MINIMUM OF FOUR (4) HOURS OF SERVICE AND OPERATOR TRAINING OR AS MAY OTHERWISE BE REQUIRED UNDER THIS SPECIFICATION. TRAINING SESSION FORMAT(S), LENGTH(S), AND LOCATION(S) WILL BE MUTUALLY AGREED TO BETWEEN THE SELLER AND PURCHASER.

RESPONSIBILITY OF BIDDERS:

IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO SECURE WRITTEN QUOTATIONS ON PRICE AND DELIVERY FROM MANUFACTURERS MEETING THE GENERAL SPECIFICATIONS SET FORTH HEREIN. ONLY THOSE MANUFACTURERS WHO CAN MEET DELIVERY DATES, SUCH AS TO PERMIT DELIVERY OF COMPLETELY ASSEMBLED UNIT(S) TO THE ORDERING AGENCY BY SPECIFIED DELIVERY DATE, SHALL BE CONSIDERED BY THE BIDDER. THE BIDDER MAY BE REQUIRED TO PROVIDE THE STATE WITH FIELD TEST RESULTS AND SURVEYS WHICH WILL SHOW CONCLUSIVELY:

-

- A) MAINTENANCE AND RELIABILITY EXPERIENCE OF UNITS IN SERVICE FOR AT LEAST ONE (1) YEAR.
- B) OTHER DATA ON ACTUAL PERFORMANCE OF EQUIPMENT, WHICH IN THE OPINION OF THE BIDDER, WILL ASSIST THE STATE IN SELECTING THE MOST EFFECTIVE COST EFFICIENT UNIT OFFERED BY THE BIDDER.

PAYMENT OR ACCEPTANCE NOT CONCLUSIVE:

NO PAYMENT MADE UNDER THIS CONTRACT SHALL BE CONCLUSIVE EVIDENCE OF THE PERFORMANCE OF THE CONTRACT, EITHER WHOLLY OR IN PART, AND THAT NO PAYMENT MADE FOR THE DELIVERY OF THE ITEMS IN WHOLE OR IN PART SHALL BE CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS, NOR RELIEVE THE BIDDER FROM CORRECTIONS OF THE DEFECTS. THE

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

50-805-09-18582
PAGE 13

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

FINAL ACCEPTANCE SHALL NOT BE BINDING UPON THE ORDERING AGENCY OR THE STATE, NOR CONCLUSIVE, SHOULD IT SUBSEQUENTLY DEVELOP THE BIDDER HAD FURNISHED INFERIOR ITEMS OR HAD DEPARTED FROM THE SPECIFICATIONS AND/OR THE TERMS OF THE CONTRACT. SHOULD SUCH CONDITIONS BECOME EVIDENT, THE ORDERING AGENCY SHALL HAVE THE RIGHT, NOT WITHSTANDING FINAL ACCEPTANCE AND PAYMENT, TO CAUSE THE ITEM(S) TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS (AND DRAWINGS, IF ANY) AT THE COST AND EXPENSE OF THE BIDDER.

ORDER OF PREFERENCE:

IN THE EVENT OF CONFLICT BETWEEN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS AND THE SUPPLEMENTAL TERMS AND CONDITIONS, THE SUPPLEMENTAL TERMS AND CONDITIONS SHALL PREVAIL.

METHOD OF AWARD:

TO THE LOWEST RESPONSIBLE BIDDER MEETING OR EXCEEDING SPECIFICATIONS, TERMS AND CONDITIONS.

OPTIONS:

ALL ORDERED OPTIONS SHALL BE INSTALLED. THE ORDERING OF OPTIONS ONLY IS STRICTLY PROHIBITED!

0001 15.0 EACH TRACTOR, EIGHTY FIVE (85) PTO HORSEPOWER
NEW CURRENT PRODUCTION MODEL
-
BID AS OPTIONS:

A) 12 FORWARD/4 REVERSE SPEEDS
- SYNCHRONIZED CLUTCHING TRANSMISSION
- (DEDUCT) 2275.00

B) 16 FORWARD/16 REVERSE SPEEDS
- SYNCHRONIZED CLUTCHING TRANSMISSION
- (DEDUCT) 1092.00

C) TECHNICAL MANUAL (DELETE-DEDUCT) 350.00

D) PARTS BOOK (DELETE-DEDUCT) 115.00

E) ADDITIONAL PARTS BOOK (CD ROM IF
- AVAILABLE) ADD 115.00
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50-805-09-18582
PAGE 14

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*****      1  ITEM(S) ,      1  AWARDED
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